Collective Bargaining Agreement

between

Southwest Regional Maintenance Center, San Diego

NAVSEA
Regional Maintenance Centers
Southwest

And

International Federation of Professional and Technical Engineers Local 32

IFPTE LOCAL 32
NAVAL BASE San Diego, CA

Approved by Secretary of Defense 08 April 2010

Table of Contents

PREAMBLE 3
ARTICLE 1. RECOGNITION AND UNIT DEFINITION 3
ARTICLE 2. PROVISIONS OF LAW AND REGULATION 4
ARTICLE 3. MANAGEMENT RIGHTS 4
ARTICLE 4. EMPLOYEE RIGHTS 5
ARTICLE 5. UNION RIGHTS AND RESPONSIBILITIES 7
ARTICLE 6. LABOR MANAGEMENT RELATIONS 9
ARTICLE 7. UNION REPRESENTATION AND OFFICIAL TIME 9
ARTICLE 8. UNION FACILITIES AND SERVICES 11
ARTICLE 9. NOTICES AND NEGOTIATION 13
ARTICLE 10. ON THE JOB INJURY 15
ARTICLE 11. EQUAL EMPLOYMENT OPPORTUNITY 16
ARTICLE 12. MERIT PROMOTION 16
ARTICLE 13. GRIEVANCE PROCEDURE 17
ARTICLE 14. ARBITRATION 21
ARTICLE 15. CIVILIAN EMPLOYEE ASSISTANCE PROGRAM 25
ARTICLE 16. DISCIPLINARY AND ADVERSE ACTIONS 25
ARTICLE 17. PAYROLL ALLOTMENTS FOR PAYMENT OF UNION DUES ... 26
ARTICLE 18. EFFECTIVE DATE AND DURATION OF AGREEMENT 27

APPENDIXES

APPENDIX A - CHARGE AGAINST AN AGENCY FLRA Form 22
APPENDIX B - CHARGE AGAINST A LABOR ORGANIZATION FLRA Form 23
APPENDIX C - REQUEST FOR OFFICIAL TIME Form
APPENDIX D - REQUEST FOR INFORMATION Form
APPENDIX E - REPLY FOR A REQUEST FOR INFORMATION Form
APPENDIX F - GRIEVANCE Form

PREAMBLE

This AGREEMENT constitutes the sole agreement made by and between the SOUTHWEST REGIONAL MAINTENANCE CENTER (SWRMC), San Diego hereinafter referred to as the "Employer" or "Agency", and the INTERNATIONAL FEDERATION OF PROFESSIONAL AND TECHNICAL ENGINEERS (IFPTE) Local 32, herein after referred to as the "Union", and collectively referred to as the "Parties".

It is the intent and purpose of the Parties by this Agreement to promote and improve the effectiveness and efficiency of the Employer, as well as the Federal Service, to safeguard the public interest, protect the rights of Employees, and to encourage and facilitate amicable settlement of disputes involving conditions of employment within the meaning of Chapter 71 of Title 5 of the United States Code (U.S.C.), hereinafter referred to as the Statute.

Through this agreement, the Parties intend to maintain a safe, healthy, and quality workplace by fostering an atmosphere where people are treated fairly and equitably, with mutual respect. We will work together to fulfill the promise and accomplish the mission of the Employer.

Whenever language in the Agreement refers to specific duties or responsibilities of supervisors, management officials, or other specific individuals, it is intended only to provide a guide as to how a situation may be handled. It is agreed that the employer retains the sole discretion to assign work and to determine which individuals will perform those duties.

Now, therefore, the Parties further agree as follows:

ARTICLE 1

RECOGNITION AND UNIT DESIGNATION

Section 1. It is the purpose of this Agreement to prescribe certain rights and obligations of the civilian employees of the Southwest Regional Maintenance Center (SWRMC), and to establish procedures which are designed to meet the special requirements and needs of Government.

Section 2. The Employer recognizes the Union IFPTE Local 32 as the exclusive representative of all civilians in the bargaining unit, as defined below and as certified by the Federal Labor

Relations Authority (FLRA) in Case No. SF-RP-05-0016 dated August 4, 2005 plus any future amendments by appropriate authority:

All civilian professional and nonprofessional employees employed by the Department of the Navy, SWRMC San Diego, California.

Section 3. Excluded from the bargaining unit are all management officials, supervisors, and employees described in 5 U.S.C. 7112 (b) (2), (3), (4), (6) and (7).

ARTICLE 2

PROVISIONS OF LAW AND REGULATIONS

Section 1. It is agreed and understood in the administration of all matters covered by this Agreement, the Employer, the Union, and Bargaining Unit Employees (BUE) are governed by:

a. Existing or future laws, statutes, and by government-wide rules and regulations of appropriate authorities.

b. Published Department of Defense and Navy Department rules and regulations.

ARTICLE 3

MANAGEMENT RIGHTS

Section 1. In accordance with 5 U.S.C. 7106, the Employer retains the following rights:

a. Subject to section 2 of this article, nothing in this agreement shall affect the authority of any management official of SWRMC:

(1) To determine the mission, budget, organization, number of employees, and internal security practices of the agency; and

b. In accordance with applicable laws:

(1) To hire, assign, direct, layoff, and retain employees in the agency, or to suspend, remove, reduce in grade or pay, or take other disciplinary action against such employees;

(2) To assign work, to make determinations with respect to contracting out, and to determine the personnel by which agency operations shall be conducted;

(3) With respect to filling positions, to make selections for appointments from among properly ranked and certified candidates for promotion; or any other appropriate source and;

(4) To take whatever actions which may be necessary to carry out the agency mission during agency emergencies.

Section: 2. Nothing in this agreement shall preclude the Employer and the Union from negotiating:

a. At the election of the employer, on the numbers, types, and grades of employees or positions assigned to any organizational subdivision, work project, or tour of duty, or on the technology, methods, and means of performing work;

b. Procedures which management officials of the agency will observe in exercising any authority under 5 U.S.C. 7106; or

c. Appropriate arrangements for Employees adversely affected by the exercise of any authority under 5 U.S.C. 7106 by such management officials.

ARTICLE 4

EMPLOYEE RIGHTS

Section 1. Each Employee in the Unit shall have the right to form, join, and/or assist the Union or to refrain from any such activity, freely and without fear of penalty or reprisal, and each Employee shall be protected in the exercise of such right. Such rights extend but are not limited to:

a. Acting for the Union in the capacity of a representative and the right in that capacity, to present the views of the Union to representatives of the Employer;

b. To engage in collective bargaining with respect to conditions of employment through representatives chosen by Employees;

c. Any other right that is reasonably related to the

Employees' ability to form, join, and/or assist the Union.

Section 2. An Employee shall not participate in the management of the Union or act as a representative of the Union when such activity would result in a conflict of interest.

Section 3. A unit Employee will be granted Official Time pursuant to this Agreement and the laws and regulations governing the areas listed below to:

a. Discuss matters of concern with a Union Representative;

b. Present his/her grievance to the Employer and arbitrate such grievance;

c. Serve as a witness in any of the following;

(1) Arbitration hearing;

(2) Hearings for any Administrative forum relevant to his/her Employment with the Employer pursuant to applicable laws and regulations;

(3) Depositions for any Administrative forum pursuant to applicable laws and regulations;

(4) Provide information/serve as a witness as required by order and/or regulations of the FLRA pursuant to applicable laws and regulations.

Section 4. Nothing in this Agreement shall require an employee to become or to remain a member of the Union, or to pay money to the Union except pursuant to a voluntary written authorization by a member for the payment of dues through payroll deductions.

Section 5. Weingarten Rights. An Employee may request Union representation for any examination regarding an investigation in which the Employee believes that discipline or adverse action may result. It is not the responsibility of the Employer to offer Union representation to an employee who is involved in an examination regarding an investigation.

Section 6. The Parties acknowledge that Government resources, including but not limited to, computers, telephones, vehicles, and credit cards are for official use only. Personal use of Government property or resources without permission will result in disciplinary action.

ARTICLE 5

UNION RIGHTS AND RESPONSIBILITIES

Section 1. The Union is entitled to act for, and negotiate collective bargaining agreements covering all employees in the unit as defined in Article 1. The Union is responsible for representing the interests of all employees in the unit without discrimination and without regard to labor organization membership.

Section 2. Formal Discussions. The Union shall be given the opportunity to be represented at any formal discussion meetings between one or more representatives of the Employer and one or more employees in the unit or their representatives concerning any grievance or any personnel policy or practice or other general condition of employment. The union will receive reasonable advance notice of any such meetings.

Section 3. Investigative Interviews. The Union shall be given the opportunity to be present at any examination of a Bargaining Unit Employee by a representative of the Agency in connection with any investigation if the employee reasonably believes that the investigation could result in disciplinary action against them and the employee requests Union representation in accordance with the employee's Weingarten Rights. The Union understands that it is not the Employer's responsibility to offer Union representation. The Employer will explain the purpose of the meeting to the employee so that the employee can make an intelligent determination if Union representation is necessary.

Section 4. The Employer agrees that there will be no restraint, interference coercion, or discrimination against any Union representative because of the performance of his/her duties/responsibilities under this Agreement. The Union agrees to submit to the Employer a list of officers and stewards quarterly and to update the names as changes occur. No officer or steward will be recognized or will be entitled to official time for Union representation whose name does not appear on the list.

Section 5. Union Officials. For purposes of administering this Agreement, the Agency agrees to recognize the following IFPTE Local 32 officials of the Union: President, Vice President, Secretary, Treasurer and Steward(s).

a. The allotted number of stewards allowed will be one steward for every sixty (60) bargaining unit employees assigned.

Section 6. The Union has the right to request to negotiate with the employer on personnel policies, programs and procedures related to conditions of employment which are within the authority of the Employer in accordance with all applicable laws and regulations and the terms of this Agreement. The Union has the right to negotiate the procedures and appropriate arrangements that will be used in implementing all existing and future laws, rules, regulations and policy changes affecting working conditions and their impact and implementation, and which are within the Employer's authority to negotiate.

Section 7. The Employer agrees to permit Employee representatives of the Union to distribute literature. The literature to be distributed must be union representational in nature, including scheduled Union events, which is non-offensive in content. Such distribution may occur only during non-duty hours and in non-duty work spaces of the Employees involved in the distribution and in the receipt of the literature.

Section 8. Upon request of the Union, Employees who are selected to serve in the capacity of local officer or representative or other internal union business, which requires absence from the job, may request leave without pay. Approval will be consistent with work requirements as determined by their supervisor. Final approval is by the Chairperson, Labor Relations.

Section 9. New employees will be scheduled for the New Employee Orientation. The Employer agrees that all new or reinstated employees will be advised of the Union's exclusive recognition status. The Union will be afforded the opportunity to make a presentation to employees during New Employee Orientation. As part of the orientation process, the Union will be provided thirty (30) minutes to cover labor relations law, the provisions of this Agreement, the right and procedure to join the union and other agreements between the Employer and the Union. At the time of this orientation, the Union will be permitted to distribute their Weingarten Rights handout. It is understood by the Union that a management representative may be present during the Union's presentation.

Section 10. The Employer will invite a Union representative to attend meetings of the Executive Staff on quarterly basis.

ARTICLE 6

LABOR MANAGEMENT RELATIONS

Section 1. This agreement has been made in the spirit of problem resolution and reflects mutual cooperation in labor-management relations. It is the intent of the Parties that labor-management conflicts arising during the life of the Agreement be resolved promptly and informally whenever possible. Either Party will bring such problems or disputes to the attention of the other Party expeditiously. If informal resolution is not possible, conflicts will be resolved per this Agreement or any other means available to the Parties.

Section 2. Should either Party believe that the other has committed an Unfair Labor Practice (ULP) as defined in the Statute under 5 USC §7116, that Party shall serve written notice of the alleged violation of the Act upon the other Party. The Union will serve written notice using Charge Against an Agency (FLRA Form 22; Appendix A); and the Employer will serve written notice using Charge Against a Labor Organization (FLRA Form 23; Appendix B). For the Employer, the receiving official shall be the Chairperson, Labor Relations or their designee; for the Union, the receiving official shall be the President of the Union Local 32 or their designee. The Party so served shall have fifteen (15) calendar days from receipt of service to investigate the matter and meet with the other Party in an attempt to informally resolve the allegation. If the matter is not resolved after the expiration of the fifteen (15) calendar day period, the charging party may proceed to FLRA. The fifteen (15) calendar day time limit may be extended upon mutual agreement of both Parties.

ARTICLE 7

UNION REPRESENTATION AND OFFICIAL TIME

Section 1. Officers and Stewards of IFPTE Local 32 may be authorized a reasonable amount of official time away from the job, as mission requirements allow, to perform their representational activities pursuant to the terms and conditions of this Agreement and in accordance with 5 U.S.C. 7114 and 7131 (d). However, official time is not authorized for such activities as solicitation of membership, collection of employee

dues, campaigning for offices, or other matters pertaining to the internal business of the Union.

a. Union representatives and stewards will be permitted a reasonable amount of official time to conduct the representational functions.

b. Meetings between Management and the Union as set forth in this Agreement will be conducted during regular workings hours unless otherwise agreed by the Parties. It is understood that no premium pay, overtime, etc., will be paid for hours of official time outside of the Union representative's regular work hours:

(1) Investigate, including pre-filing discussions with employees, process, and present a grievance to the Employer or an arbitrator;

(2) Review of and respond to emails, memoranda, letters, and requests from the Employer which affects personnel policies, practices or working conditions;

(3) Attend formal discussions and examinations in accordance with the employee's Weingarten Rights and the provisions of this Agreement;

(4) Participate in any process, claim or complaint as may be required by order or regulations of the FLRA;

(5) Attendance at meetings in the capacity of an observer where bargaining unit Employees have elected to pursue a grievance or settlement agreement without union representation;

Section 2. The Union agrees that prior to performing appropriate business described in Section 1 above, officers and stewards shall first obtain permission from the appropriate on-duty supervisor utilizing the Request for Official Time Form at Appendix C of this Agreement. In addition, prior to entering a work area under the cognizance of another supervisor, the supervisor of the Union Representative shall contact that immediate supervisor and obtain advanced permission from the Grievant/Employee's supervisor before entering their work area. The nature of the business and the name of the Employee to be contacted will be stated. If the officer/steward or Grievant cannot be spared at the requested time from their location, the appropriate supervisor shall inform the officer/steward of the

time that permission may be granted to leave the job. In any case, the supervisor shall not unreasonably deny such permission, and will not unreasonably delay meetings between the steward/officer and the employee. The employee and the officer/steward will report their return to work to the supervisor on duty.

Section 3. Requesting and Recording Official Time. Union officials and stewards will utilize the Request for Official Time Form in Appendix C for requesting and recording official time used for representational purposes. This form will be submitted to their immediate supervisor. After supervisory endorsement, a copy of the form will be returned to the Union Representative and the original will be retained by the Employer. The Union Representative will advise the supervisor upon their return to the work area. Failure to request official time utilizing this document will result in denial of the official time without recourse of a grievance or any other appeal, unless waived by the supervisor.

a. The Union President and/or their designate will not be required to fill out the Request for Official Time Form, when using reasonable time, except when performing representational duties.

Section 4. Training. The Employer agrees that official time may be administratively authorized for Union representatives to attend training approved by the Employer which is designed to advise representatives on matters within the scope of the Federal Labor-Management Relations Statute (FLMRS). The training must provide mutual benefit to the Employer and the Union. Request for such time to attend training shall be submitted with an agenda which includes the actual hours that training will be conducted. No travel or per diem expenses for such training will be paid by the Employer.

ARTICLE 8

UNION FACILITIES AND SERVICES

Section 1. Union office space, office utilization and furniture.

a. **Office Space and Utilization.** The Employer will provide an office space for use by the Union. In addition, it is understood by the parties that the SWRMC is a "tenant" on the

Naval Base San Diego (NBSD) compound. As such, there is no guarantee that this space will always be available to the Union. If the NBSD requests the space to be returned to their control,

the Union will be given reasonable notice and a comparable office location will be negotiated.

The Union offices will not be utilized to conduct internal Union business during the duty hours of the Employees involved. Further, the office is subject to the same rules and regulations as all other Employer occupied buildings. Except in emergency, it is agreed that a Union Official will be present during any type of Employer access.

b. **Office Furniture.** The Employer will provide the Union, upon request, the use of surplus office furniture and equipment owned by the Agency that is designated for reutilization or salvage and otherwise releasable for use in the Union office. It is understood that there is no guarantee that any furniture will be available. If no furniture is available, the Union understands that they will have to provide its own furniture.

Section 2. Union Parking. One (1) designated parking space will be provided for Union use. Parking in this space will conform to all rules and regulations of NBSD. It is understood by the parties that SWRMC is a "tenant" on the NBSD compound. As such, there is no guarantee that the parking space will always be available to the Union. If NBSD requests the parking space to be returned to their control, the Union will be given reasonable notice.

Section 3. Communications. It is understood by the parties that SWRMC is a "tenant" of all bases where bargaining unit employees are located. As such, there is no guarantee that any of the following will always be available to the Union. If any base command decides to terminate any of the following items listed (a) through (d), the union will be given reasonable notice.

a. **E-mail.** E-mail communication between the Union and the Employer will be regarded as the equivalent of use of hard copy documents. To this end, confirmation of receipt of an e-mail document is required by both parties.

b. **Bulletin Boards.** The Employer will provide and designate bulletin boards for each department. These boards are to be solely used by the Union for posting their notices. Any

material placed on the bulletin boards shall not violate any law or the security of the activity. All such material shall indicate it was issued by the Union, and the Union shall be solely responsible for material placed on boards by appropriate Union officials. Notices shall contain nothing political in violation of the Hatch Act, libelous, or slanderous in nature. All other postings will be approved by the Employer prior to posting.

c. **Computers.** The Employer will provide the Union with two (2) NMCI computers and access to printers from the Union Office. The Union will be responsible for providing office supplies. The Union understands that all rules and regulations regarding the safeguarding of the equipment and the use of the internet/intranet as well as all rules and regulations governing the use of government computers apply to these computers. It is understood that this equipment is the property of the U.S. Government.

d. **Telephone:** Two (2) telephone lines.

Section 4. The Employer, in conjunction with the NBSD agrees to provide open parking for Unit Employees. It is understood by the parties that SWRMC is a "tenant" on the NBSD. As such, there is no guarantee that open parking will always be available. The Union will be provided notice of proposed temporary or permanent changes to installation parking facilities in accordance with the provisions of this Agreement.

ARTICLE 9

NOTICES AND NEGOTIATION

Section 1. It is agreed and understood that matters appropriate for negotiation between the Parties are personnel policies and practices and matters affecting general conditions of employment of employees in the unit which are within the discretion of the Employer. Such negotiations will be in accordance with the requirements of 5 U.S.C. 71. The Employer will not unilaterally change any provisions of this Agreement or implement any new regulation, policy, or practice that is within the discretion of the Employer without affording the Union the opportunity to bargain concerning the change and/or the impact and implementation of the change to the extent consistent with law and regulation.

Section 2. The following will constitute the procedure for notification and a request to bargain:

a. As soon as practicable the Employer shall notify the Union in writing, that the Employer intends to make a proposed change and will advise the Union of the proposed implementation date. The Union shall acknowledge written receipt of the Employer's notification.

b. Within ten (10) calendar days after the Union's receipt of the notification provided in Step 1 above, the Union, if it desires to negotiate the proposed change, shall submit a written notification to the Employer to that effect and attach its written proposal(s) for the Employer's consideration. The Employer shall acknowledge written receipt of the Union's notification and proposal(s). If the Union does not request to bargain within the aforementioned time frame, the Employer may implement the change and the Union waives any further request to bargain on the issue and/or waives the filing of any appeal to include but not limited to grievances and unfair labor practice charges.

c. Upon receipt of the Union's request to negotiate and its written proposal(s), the Employer shall confer with the Union within ten (10) calendar days to negotiate concerning the proposed change(s) with the intent in mind of reaching mutual agreement.

Section 3. Requests for Information. Should a Party require documents or other evidence that is in possession of the other Party, the requesting Party should send a written request using the Request for Information Form found in Appendix D to the SWRMC Chairperson, Labor Relations or their designee. The SWRMC Chairperson, Labor Relations or their designee will respond in writing either, (a) producing the requested documents or other evidence, or (b) a response as to why the documents or other evidence is not being provided using the Reply to a Request for Information Form found in Appendix E.

Section 4. Weingarten Rights Notices. The Employer will annually inform all Employees in writing of their Weingarten rights to Union representation during examinations in conjunction with investigative interviews.

Section 5. Bargaining Unit Employee (BUE) List. The Employer agrees to furnish quarterly to the Union (for its internal use only) a list which will contain the names, grades, position

title, Service Computation Date (SCD), of all employees in the bargaining unit of IFPTE LOCAL 32.

Section 6. Privacy. The Union and Employer commit to safeguarding the privacy of individuals about whom information may be maintained and/or communicated to the other. To that end, the parties agree that provision of information subject to the Privacy Act will be released only in a manner and for such purpose as may be permitted under the Privacy Act and other applicable laws and regulations.

ARTICLE 10

ON THE JOB INJURY

Section 1. An employee who sustains an on-the-job injury is entitled to first aid and medical care pursuant to the Office of Workers' Compensation regulations. Emergency diagnosis and initial treatment may be provided by a Navy medical facility authorized to conduct such an examination. Further medical care may be provided by any duly qualified, local private physician or hospital of the Employee's choice. Supervisors, if present, will ensure initiation of obtaining emergency treatment and ambulance service for employees when required.

Section 2. When employees, or their representative, report an illness or injury that has occurred in the performance of official duties, supervisors will remind the employee of their right to file a CA-1 and provide one to the employee if one is requested. If the employee requests a CA-1, they will be advised to contact the Navy Region Southwest (NRSW) Injury Compensation Office if they have any questions about how to complete the form and their compensation benefits. If the employee chooses to complete a CA-1, it will then be given to their supervisor who will complete their portion of the CA-1 form in accordance with the form's instructions. The supervisor will then provide the completed form to the employee. It is then the requirement of the Employee to properly complete and file the CA-1 with the NRSW Injury Compensation Office.

The Employer will maintain an adequate supply of the basic forms for the proper recording and reporting of injuries or illness sustained in the performance of duty. Employees who sustain work related injuries are required to inform their treating physician that limited duty is available and to provide current

medical documentation to their supervisor and the Injury Compensation Office which denotes physical restrictions.

Section 3. If an Employee is disabled for work as a result of an on-the-job injury and files a CA-1 within thirty days of the injury, the Employee may be entitled to receive Continuation of Pay (COP) from the Employer in accordance with 20 CFR Part 10, Subpart C. COP is paid for up to 45 continuous calendar days of disability and is not charged against leave.

Section 4. An Employee who suffers a compensable illness or injury and, within one year after commencement of benefits recovers from such injury or illness and meets the physical requirements of his/her position, will be restored to duty in that position or an equivalent position in accordance with 5 U.S.C. 8151 and 5 CFR, Part 353.

Section 5. Employees, or their representatives with written permission from the employee, will be permitted to review documents relating to their claim, as authorized by Office of Worker's Compensation Programs (OWCP).

ARTICLE 11

EQUAL EMPLOYMENT OPPORTUNITY

Section 1. The parties agree to affirmatively support a policy of equal employment opportunity with regard to conditions of employment. The Employer agrees to fully comply with all laws, rules and regulations of higher authority that relate to EEO matters.

ARTICLE 12

MERIT PROMOTION

Section 1. The Employer recognizes the importance of, and the benefits to be derived from, providing opportunities to SWRMC Employees, based on merit. Vacancy announcements will be posted on the SWRMC website when they become available.

ARTICLE 13

GRIEVANCE PROCEDURE

Section 1. The Employer and the Union recognize and endorse the importance of bringing to light and resolving grievances in a prompt manner. The Parties agree that the expeditious settlement of grievances at the lowest possible level is in the best interest of the government service. This procedure is designed to provide an ethical, orderly, and equitable means for resolving grievances, using Appendix F.

a. Employees and the Union are entitled to present grievances and to communicate with supervisors and officials in order to resolve their grievances.

b. Requests for data by the Union to the Employer, will be in accordance with the law,5 U.S.C. 7114(b)(4).

c. A copy of all formal negotiated grievances received by The Employer and of all negotiated grievance decisions will be provided to the Union. In response to request from the Union, the Employer will inform the Union of the status of a grievance.

Section 2. Unit Employees covered by this Agreement may present a grievance which may be adjusted with or without Union representation at the grievant's discretion. However, the Union shall have the right to have its representative present at the adjustment. This right to individual presentation does not include the right to take the matter to arbitration, unless the Union agrees to do so.

Section 3. This Article provides procedures for the processing of grievances relating to the interpretation and/or application of this Agreement, and to matters relating to personnel policies, practices, and working conditions which fall within the discretionary authority of the Employer. This shall be the sole procedure available for processing covered grievances. A grievance is defined as any complaint:

a. By any unit Employee concerning any matter relating to the employment of the Employee;

b. By the Union concerning any matter relating to employment of unit Employees;

c. By any unit Employee, the Union, or the Employer concerning:

(1) The effect or interpretation, or a claim of breach of this Agreement; or

(2) Any claimed violation, misinterpretation, or misapplication of any law, rule, or regulation affecting conditions of employment.

Section 4. The following are excluded from coverage of this grievance procedure:

a. A claimed violation of prohibited political activities.

b. Retirement, life insurance, health benefits, and matters under the auspices of the OWCP, U.S. Department of Labor.

c. A suspension or removal under 5 U.S.C. 7532.

d. Any examination, certification or appointment of candidates for Federal employment.

e. The classification of any position which does not result in the reduction in grade or pay of an Employee.

f. An allegation or complaint of discrimination based on race, color, religion, sex, age,national origin, marital status, political affiliation, or handicapping conditions.

g. Non-selection for promotion from a group of properly ranked and certified candidates.

h. Allegations of mismanagement.

i. Termination of probationary Employees.

j. Matters appealable to the Merit Systems Protection Board (MSPB).

k. Adoption or granting of (or the failure to adopt or grant) a suggestion or award.

l. Any matter which is subject to final review outside the authority of the employer under law or regulation.

Section 5. Grievances may be initiated by: (a) Employees (either singly or jointly), (b) the Union, or (c) the Employer. Regardless of Union membership, Employees shall not be precluded from bringing matters of personal concern to the attention of appropriate officials in accordance with applicable law, rule, regulation, or established agency policy.

An Employee or group of Employees in the unit may be represented by themselves or only by the exclusive Union, in filing a grievance under the negotiated procedure.

Section 6. Reasonable official time will be granted to aggrieved unit Employees and the appropriate Union Representative to investigate and prepare grievances. Official time will be granted to present a grievance through the negotiated Grievance procedure.

Section 7. Once a grievance has been accepted for processing under this Grievance procedure, failure of the aggrieved Employee or the Union to comply with any applicable time limit will terminate further consideration of the grievance except as otherwise provided herein. Failure of a management official of the Employer to comply with any applicable processing time limit will constitute a valid basis for the grievance to be promptly advanced to the next higher step of this Grievance procedure. However, any time limits stated in this Article may be extended by mutual written agreement between the Employer and the Union.

Section 8. A grievance by the Employee, Union, or the Employer shall be filed within seven (7) calendar days of the incident or learning of the incident being grieved except for extenuating circumstances such as an unavoidable or an authorized absence of the aggrieved. Should extenuating circumstances preclude adherence to the above stated time constraints, written reasons will be submitted with the grievance.

Section 9. Employee grievances shall be processed as follows:

Step 1. An Employee shall first take up his grievance orally with his immediate supervisor. The Employee may choose to have a Union representative. The following shall be specified:

a. The basis for the grievance;

b. The date of the incident (or learning of the incident) being grieved; and

c. The corrective relief sought.

The immediate supervisor shall make a reasonable effort to resolve the grievance and will orally render their decisions or findings/conclusions to the Employee within ten (10) calendar days of the date the Employee submitted the grievance.

Step 2. Should resolution not occur at Step 1, the Employee may submit the grievance for further consideration by filing their written grievance within ten (10) calendar days of receipt of the Step 1 decision to the Head of their Department. Where there is no Step 2 official, the grievance will go to Step 3. This grievance shall clearly identify:

a. The basis for the grievance;

b. If applicable, the specific article(s) and section(s) of this agreement, or specific regulation or instruction by chapter and section, alleged to have been violated;

c. The date of the incident or learning of the incident being grieved;

d. The corrective relief sought; and

e. The date of receipt of the Step 1 decision.

The Department Head will render a written decision within ten (10) calendar days from the date they receive the grievance. The Department Head will meet with the aggrieved Employee and their Union representative(s) to discuss the grievance.

Step 3. If the grievance is not resolved at Step 2 of the grievance procedure, the matter may be submitted in writing to the Executive Director of SWRMC or their designated representative within ten (10) calendar days of receipt of the Step 2 decision. Prior to rendering a decision, a meeting will be held between the Parties to discuss the grievance. A written decision will be rendered by the Executive Director or their designated representative, within ten (10) calendar days of their receipt of the grievance.

Section 10. Employer grievances shall be filed in writing with the assigned Steward and Union President or designee at SWRMC. The grievance shall specify the basis for the grievance and the corrective relief sought. The Parties will meet and discuss the

grievance. The Union shall issue a written decision within ten (10) calendar days of receipt of the grievance.

Section 11. Union grievances shall be filed in writing with the Executive Director by the Union President or designee of the Union. The grievance shall specify the basis for the grievance and the corrective relief sought. A meeting will be held to discuss the grievance. The Executive Director or designee shall provide a written decision within ten (10) calendar days of receipt of the grievance. If the grievance is not resolved at this stage, a meeting will be held to discuss the grievance. The Executive Director or designee will issue a written decision within ten (10) calendar days of their receipt of the grievance.

Section 12. Arbitrability/Grievability. In the event either party should declare a grievance non-grievable or non-arbitrable, the original grievance will be considered amended to include this issue. An issue of arbitrability and/or grievability may be invoked only during the grievance procedure process.

ARTICLE 14

ARBITRATION

Section 1. Invocation. Only grievances that have not been resolved through the grievance procedure may be submitted to Arbitration. Arbitration may only be invoked by the Union or the Employer by submitting a written notice of intent to arbitrate to the other party no later than fourteen (14) calendar days following receipt of the final written grievance disposition or determination, or fourteen (14) calendar days following the date such response was due. If an arbitration notice is mailed to the other party, it shall be sent by certified mail, return receipt requested should return receipt be desired, and shall be deemed to have been served on the date of certified mailing. The time limits under this Section may be extended by mutual agreement.

Section 2. Selection of the Arbitrator. The Parties may mutually agree upon an arbitrator. If the parties do not agree on an arbitrator, the moving party shall request from the Federal Mediation and Conciliation Service (FMCS) a list of seven (7) arbitrators within twenty-one (21) calendar days of invoking arbitration. The cost associated with obtaining a list from FMCS shall be borne equally by the parties. If the parties use the FMCS list, they shall

meet (or confer by telephone) within fourteen (14) calendar days after receipt of the list to select an arbitrator. The parties will alternately strike one arbitrator's name from the list until one name remains. A flip of a coin will determine which party will strike the first name. The non-moving party will flip the coin. The moving party will call heads or tails. If the moving party is successful in calling the correct result of the coin flip, they will have the choice to strike first or require the non-moving party to strike first. The coin-flip will take place at a mutually convenient location with a representative present from each party present. If the moving party refuses, delays or fails to participate in the selection process within the aforementioned timeframe, the grievance appeal will be considered terminated and withdrawn. If the non-moving party refuses, delays or fails to participate in the selection process within the aforementioned timeframe, the moving party may select the arbitrator from the list and set the arbitration date unilaterally. The time limits under this Section may be extended by mutual agreement without being considered a delay.

Section 3. Setting the Hearing. Once selection of an arbitrator is made in accordance with Section 2 of this Article, the moving party shall have the responsibility of contacting the selected arbitrator and obtaining available dates for the hearing. The hearing must be at least forty-five (45) calendar days from the date on which the parties agreed on the arbitrator. Once available dates are received from the arbitrator, the parties will mutually agree on a specific date for the hearing. If for any reason the selected arbitrator becomes unavailable, the last arbitrator to have been struck will be contacted and the procedure in this Section will begin again, until an arbitrator with available dates has been selected. Should no arbitrator on the list be selected due to unavailability, then a new list will be generated in accordance with Section 2 of this Article, with the date the parties learned the last arbitrator was unavailable as the "invoking arbitration" date.

Section 4. Pre-Hearing Conference. Within at least thirty (30) calendar days prior to the Arbitration date, representatives of the Union and Employer will hold a pre-hearing conference. The purpose of this conference is to attempt to agree on the issue or issues to be decided, stipulations of fact, witnesses (to include expected testimony), and to exchange documentary evidence thus far developed. Any documentary evidence available at the time of the pre-hearing conference that is not exchanged is excluded unless there is good cause as determined by the arbitrator. Any grievability/arbitrability issues that are still pending will be discussed at this time. This provision may be amended on a case by case basis by mutual agreement.

Section 5. Moving Papers. In the event the parties are able to agree on issue(s) and stipulations of fact, a joint submission statement will be developed and forwarded to the arbitrator along with all the moving documents generated by either party as of the invocation of arbitration. If the parties are unable to agree on an issue(s), each party will serve upon the other and the arbitrator, its version of the issue(s) along with all the moving documents generated by either party as of the invocation of arbitration. These submissions will be submitted within fourteen (14) calendar days prior to the arbitration. The arbitrator shall determine the issue(s) to be heard in the case of the parties submitting separate submissions.

Section 6. Time and Location. Arbitration hearings will be held on the Employer's premises during regular day shift hours of the normal basic workweek. In the event the parties agree to hold the hearing at facilities not under control of the Employer, the cost of such hearing facilities will be borne equally by the Employer and the Union.

Section 7. Proceedings. The procedures to conduct an arbitration hearing shall be determined by the arbitrator. When an employee-initiated grievance is being arbitrated, the grieving employee (or a representative employee in the case of an employee-group grievance) shall be in a pay status for the duration of the hearing if otherwise in a duty status. The Union's representative, who does not include a technical representative, if employed by the Command, will be on official time during the arbitration hearing if otherwise in a duty status. Employee witnesses having direct knowledge of the case and necessary for a full and complete hearing will be in a pay status if otherwise in a duty status to the extent necessary to permit their testimony. If there is a dispute as to the relevance of a witness, the arbitrator will determine whether or not they will testify. Witnesses will only be on official time if they are regularly in a duty status during the time of the hearing. The Union will notify the Employer fourteen (14) calendar days prior to the arbitration hearing as to the witnesses that they intent to call to testify at the hearing. The Employer will arrange to have all employee witnesses available and on the correct status and confirm with the Union or employee at least seven (7) calendar days prior to the hearing.

Section 8. Decision. The arbitrator will be requested to render his/her decision as quickly as possible. An arbitrator shall not change, modify, alter, delete, or add to the provisions of this Agreement, but the arbitrator shall have full authority to provide a remedy appropriate to resolve the grievance, including but not

limited to an award of back pay, restoration of leave or other benefits, interest, and reasonable attorney fees or other monetary or non-monetary make whole remedy to the extent authorized by controlling law and regulation.

Section 9. Appeal. The arbitrator's decision is binding on the parties to this Agreement; however, either party may file an exception to the decision with the Federal Labor Relations Authority.

Section 10. Costs of the Arbitration. The compensation and expense of the Arbitrator and Arbitration shall be borne equally by the Parties.

Section 11. Grievability/Arbitrability. Should either the Union or the Employer raise a question of grievability/arbitrability, they must submit their intent to raise such an issue at least fifteen (15) calendar days after the request to invoke arbitration, including a request to use a different arbitrator on the grievability/arbitrability issue. Failure to make a request will be considered a waiver of the issue. If such an issue is raised the party raising the issue must submit request to dismiss including an argument in writing at least thirty (30) calendar days prior to the Arbitration. The opposing party will then have twenty (20) calendar days to file a response to a request for dismissal based on arbitrability. Failure to abide by the time frames will result in waiver or dismissal. The arbitrator will be requested to render a decision with rationale on the issue of grievability/arbitrability prior to commencing a hearing and considering any other issue raised in the case. If the Arbitrator determines the matter grievable/arbitrable, the hearing will then go forward as scheduled on the remaining issues; if he/she finds the matter not grievable/arbitrable, the grievance shall be withdrawn. Should any party request that separate arbitrators be utilized for grievability/arbitrability issues and for merit issues then that party will bear the cost of having such an arbitrator who will be selected in accordance with Section 2 of this Article.

Section 12. Scope of Proceedings. The Parties agree that the issue(s) to be arbitrated shall be no broader in scope than the issue(s) presented during the last Step of the grievance procedure, except that the Parties would not be precluded from introducing procedural and background material that is necessary and relevant. Documents or other evidence which were not made a part of the last step of the grievance processes will not be allowed to be submitted at hearing unless they were not available at the time of the last step of the grievance process, or there is good cause to allow their admission. This Section is inapplicable to any amendment made.

Section 13. Transcripts of Hearing. No arbitrator has the authority to compel the taking of a transcript. If the parties mutually agree to the need for an official transcript, the cost will be equally shared by the parties. If only one party wants an official transcript or recording, the requesting party will pay for the cost of the transcript or recording and no copy will be made available to the other party.

ARTICLE 15

CIVILIAN EMPLOYEE ASSISTANCE PROGRAM (CEAP)

Section 1. The Civilian Employee Assistance Program (CEAP) is available to Employees and their families. The CEAP is a confidential and professional referral and counseling service covering such problems as stress and anxiety, family or marriage problems, alcohol or drug problems, emotional or psychological distress, financial problems, and post-traumatic reactions.

Section 2. The Employer will regularly publicize the availability of the CEAP through its Intranet website and will provide the information to new hires.

ARTICLE 16

DISCIPLINARY AND ADVERSE ACTIONS

Section 1. The Employer will take disciplinary and/or adverse action only for just cause as will promote the efficiency of the service.

Section 2. Disciplinary actions covered by provisions of this Article are written reprimands and suspensions of fourteen (14) days or less. Adverse actions covered by the provisions of this Article are removals, suspensions of more than fourteen (14) calendar days, reductions in grade or pay, and furlough for thirty (30) calendar days or less.

Section 3. Letters of requirement, letters of caution, and notes or oral admonishments are not disciplinary in nature and will not be filed in the employees' Official Personnel File. These actions are neither grievable nor appealable.

Section 4. When the Union has been designated as the employee representative in a disciplinary/adverse action, the employee will furnish the employer, in writing, the name and address of

the representative. If requested by the employee or the representative, copies of the information in the case file will be provided to the Union.

Section 5. Disciplinary/adverse actions may be grieved/appealed in accordance with the procedures described in this agreement.

ARTICLE 17

PAYROLL ALLOTMENTS FOR PAYMENT OF UNION DUES

Section 1. To be eligible to make a voluntary allotment for the payment of Union dues, an Employee must: (a) be in the Bargaining Unit covered by this Agreement; (b) be a member in good standing with the Union; (c) have a regular net salary, after other legal and required deductions, sufficient to cover the amount of the authorized allotment for dues; and (d) request the allotment on the prescribed form (SF-1187) which has been certified by an authorized Union official.

Section 2. The Union shall during non duty hours: (a) inform and educate its members on voluntary nature of the dues allotment program, including conditions governing revocation of allotments; (b) purchase and distribute the Standard Form 1187, "Request for Allotment of Labor Organization Dues" (SF-1187), to its members; (c) certify on the SF-1187 the amount of dues to be withheld each bi-weekly pay period; (d) promptly forward completed SF-1187s to the Chairperson, Labor Relations, Code 1240; (e) provide Chairperson, Labor Relations, Code 1240 with written notification of the name of any Employee on dues allotment who has been expelled or who has otherwise ceased to be a member in good standing; (f) provide the Employer with the names and signatures of Union officials authorized to certify the SF-1187 form on its behalf or any changes thereto.

Section 3. The Employer shall ensure that only eligible Employees are on the dues withholding listing. The Chairperson, Labor Relations, upon receiving a completed SF-1187 from the Union, will certify on the SF-1187 that the Employee is a member of the bargaining unit (if appropriate) and forward the SF-1187 to the Payroll Customer Service Representative for processing. Upon receipt of a completed and certified SF-1187, the Payroll Customer Service Representative shall arrange for withholding the Union dues in accordance with existing pay periods and procedures under which Employees are regularly compensated. The dues deduction will be effective as soon as possible, normally no later than one (1) full pay period following receipt of the SF-1187.

ARTICLE 18

EFFECTIVE DATE AND DURATION OF AGREEMENT

Section 1. This agreement shall become effective upon the date of approval by the Department of the Defense, and shall remain in full force and effect for three (3) years from that date, except that this Agreement shall terminate and not be enforceable at any time if it is determined that the Union is no longer entitled to exclusive recognition under the FLRA.

Section 2. At least sixty (60) but not earlier than one hundred twenty (120) calendar days prior to the expiration date of this Agreement, the parties, upon written notification by either party, shall meet for the purpose of arranging for its negotiation. If neither party serves notice to negotiate, this Agreement shall be automatically renewed for a two (2) year period subject to other provisions of this Article and subject to conformance to law, applicable public policies, instructions of the Department of Defense and the Department of the Navy, and regulations of other appropriate authorities in accordance with the Agreement and subject to approval by the Department of Defense

Section 3. By mutual consent of the Parties, this Agreement may be opened at any time for amendment and for supplemental agreements not contained herein. The nature of the desired change and reasons therefore shall be given by the moving party with a required response of ninety (90) calendar days by the other party. Amendments shall be binding upon approval by the appropriate authority.

Section 4. Memorandums or Understanding (MOU) or Agreements (MOA), shall be appended to the existing contract.

Section 5. A copy of this Agreement and all amendments shall be made available online at the SWRMC Web Portal.

COLLECTIVE BARGAINING AGREEMENT

Accepted and agreed to on 07 April 2010

For the Department of the Navy, Southwest Regional Maintenance Center, San Diego, CA

Commander, Gerard J. Reina
Captain, U.S. Navy

For the International Federation of Professional and Technical Engineers Local 32

John Oberster, Chief Negotiator
and President, IFPTE Local 32

Vincent R. Roman
Chief Negotiator

Tom Watson
Negotiator

Calvin Smith
Negotiator

John Flaherty
Negotiator

Tim Bennett
Negotiator

Approved by the Secretary of Defense 08 APRIL 2010

To be effective 08 APRIL 2010 and will expire 08 APRIL 2013

Form Exempt Under 44 U.S.C. 3512

UNITED STATES OF AMERICA
FEDERAL LABOR RELATIONS AUTHORITY

CHARGE AGAINST AN AGENCY

FOR FLRA USE ONLY
Case No.
Date Filed

Complete instructions are on the back of this form.

1. Charged Activity or Agency	**2. Charging Party (Labor Organization or Individual)**
Name:	Name:
Address:	Address:
Tel.#: ( ) Ext.	Tel.#: ( ) Ext.
Fax#: ( )	Fax#: ( )
3. Charged Activity or Agency Contact Information	**4. Charging Party Contact Information**
Name:	Name:
Title:	Title:
Address:	Address:
Tel.#: ( ) Ext.	Tel.#: ( ) Ext.
Fax#: ( )	Fax#: ( )

5. Which subsection(s) of 5 U.S.C. 7116(a) do you believe have been violated? [See reverse] (1) and _____

6. Tell exactly WHAT the activity (or agency) did. Start with the DATE and LOCATION, state WHO was involved, including titles.

7. Have you or anyone else raised this matter in any other procedure? ___No ___Yes If yes, where? [see reverse] _____

8. I DECLARE THAT I HAVE READ THIS CHARGE AND THAT THE STATEMENTS IN IT ARE TRUE TO THE BEST OF MY KNOWLEDGE AND BELIEF. I UNDERSTAND THAT MAKING WILLFULLY FALSE STATEMENTS CAN BE PUNISHED BY FINE AND IMPRISONMENT, 18 U.S.C. 1001. THIS CHARGE WAS SERVED ON THE PERSON IDENTIFIED IN BOX #3 BY [check "x" box] ☐ Fax ☐ 1st Class Mail ☐ In Person ☐ Commercial Delivery ☐ Certified Mail

Type or Print Your Name	Your Signature	Date

FLRA Form 22 (Rev. 1/99)

INSTRUCTIONS FOR COMPLETING FORM 22:

General

Use this form if you are charging that a federal activity or agency committed an unfair labor practice under paragraph (a) of section 7116 of the Federal Service Labor-Management Relations Statute. File an original form with the appropriate Regional Director, Federal Labor Relations Authority. If you do not know that address, contact the Office of the General Counsel, Federal Labor Relations Authority, (202)482-6600. If filing the charge by fax, you need only file a fax-transmitted copy of the charge (with required signature) with the Region. You assume responsibility for receipt of a charge. A charge is a self-contained document without a need to refer to supporting evidence and documents that are also submitted to the Regional Director along with the charge. If filing a charge by fax, do **not** submit supporting evidence and documents by fax. See 5 CFR Part 2423 for an explanation of unfair labor practice proceedings and, in particular, §§ 2423.4 and 2423.6, which concern the contents, filing, and service of the charge and supporting evidence and documents.

Instructions for filling out each numbered box

#1. Give the full name of the activity (or agency) you are charging and the mailing address, telephone #, and fax # (if available). Include the street number, city, state, zip code. If you are charging more than one activity/agency with the same act, attach the required information on a separate sheet.

#2. Give the full name of the union or individual filing the charge and the mailing address, telephone #, and fax # (if available). If the union is affiliated with a national organization, give both the national affiliation and local designation.

#3. and **#4.** This information is essential to the investigation of your charge as it tells us who is representing the parties. Be as specific and as accurate as possible. It will assist the investigation if you include your home as well as work telephone number in the space provided.

#5. Identify which one or more of the following subsections of 5 U.S.C. 7116(a) has or have allegedly been violated. Subsection (1) has already been selected for you because a violation of (2) through (8) is an automatic violation of (1). List all sections allegedly violated:

7116. Unfair labor practices

(a) For the purpose of this chapter, it shall be an unfair labor practice for an agency--
(1) to interfere with, restrain, or coerce any employee in the exercise by the employee of any right under this chapter;
(2) to encourage or discourage membership in any labor organization by discrimination in connection with hiring, tenure, promotion, or other conditions of employment;
(3) to sponsor, control, or otherwise assist any labor organization, other than to furnish, upon request, customary and routine services and facilities if the services and facilities are also furnished on an impartial basis to other labor organizations having equivalent status;
(4) to discipline or otherwise discriminate against an employee because the employee has filed a complaint, affidavit, or petition, or has given any information or testimony under this chapter;
(5) to refuse to consult or negotiate in good faith with a labor organization as required by this chapter;
(6) to fail or refuse to cooperate in impasse procedures and impasse decisions as required by this chapter;
(7) to enforce any rule or regulation (other than a rule or regulation implementing section 2302 of this title) which is in conflict with any applicable collective bargaining agreement if the agreement was in effect before the date the rule or regulation was prescribed; or
(8) to otherwise fail or refuse to comply with any provision of this chapter.

#6. It is important that the basis for the charge be BRIEF, COMPLETE, and FACTUAL, rather than opinion.

- Give dates and times of significant events as accurately as possible.
- Give specific locations when important, e.g., "The meeting was held in the auditorium of Building 36."
- Identify who was involved by title, e.g., "Chief Steward Pat Jones" or "Lou Smith, the File Room Supervisor."
- Tell what happened, in chronological order.

#7. Indicate whether you or anyone else that you know of has raised this same matter in another forum:

a. GRIEVANCE PROCEDURE
b. FEDERAL MEDIATION AND CONCILIATION SERVICE
c. FEDERAL SERVICE IMPASSES PANEL
d. EQUAL EMPLOYMENT OPPORTUNITY COMMISSION
e. MERIT SYSTEMS PROTECTION BOARD
f. OFFICE OF SPECIAL COUNSEL
g. OTHER ADMINISTRATIVE OR JUDICIAL PROCEEDING
h. NEGOTIABILITY APPEAL TO FLRA

#8. Type or print your name. Then sign and date the charge attesting to the truth of the charge and that you have served the charged party (individual named in box #3). Indicate method of service by placing an "x" in one of the boxes provided.

Form Exempt Under 44 U.S.C. 3512

UNITED STATES OF AMERICA
FEDERAL LABOR RELATIONS AUTHORITY

CHARGE AGAINST A LABOR ORGANIZATION

FOR FLRA USE ONLY
Case No.
Date Filed

Complete instructions are on the back of this form.

1. Charged Labor Organization
Name:
Address:

Tel.#: ( ) Ext.
Fax#: ( )

2. Charging Party (Individual, Labor Organization, Activity, or Agency)
Name:
Address:

Tel.#: ( ) Ext.
Fax#: ( )

3. Charged Labor Organization Contact Information
Name:
Title:
Address:

Tel.#: ( ) Ext.
Fax#: ( )

4. Charging Party Contact Information
Name:
Title:
Address:

Tel.#: ( ) Ext.
Fax#: ( )

5. Which subsection(s) of 5 U.S.C. 7116(b) and/or (c) do you believe have been violated? [See reverse] _____

6. Tell exactly WHAT the labor organization did. Start with the DATE and LOCATION, state WHO was involved, including titles.

7. Have you or anyone else raised this matter in any other procedure? ___No ___Yes If yes, where? [see reverse] _____

8. I DECLARE THAT I HAVE READ THIS CHARGE AND THAT THE STATEMENTS IN IT ARE TRUE TO THE BEST OF MY KNOWLEDGE AND BELIEF. I UNDERSTAND THAT MAKING WILLFULLY FALSE STATEMENTS CAN BE PUNISHED BY FINE AND IMPRISONMENT, 18 U.S.C. 1001. THIS CHARGE WAS SERVED ON THE PERSON IDENTIFIED IN BOX #3 BY [check "x" box] ☐ Fax ☐ 1st Class Mail ☐ In Person
☐ Commercial Delivery ☐ Certified Mail

Type or Print Your Name	Your Signature	Date

FLRA Form 23 (Rev. 1/99)

INSTRUCTIONS FOR COMPLETING FORM 23:

General

this form if you are charging that a labor organization or its agents committed an unfair labor practice under paragraph (b) and/or (c) of ..tion 7116 of the Federal Service Labor-Management Relations Statute. File an original form with the appropriate Regional Director, Federal Labor Relations Authority. If you do not know that address, contact the Office of the General Counsel, Federal Labor Relations Authority, (202)482-6600. If filing the charge by fax, you need only file a fax-transmitted copy of the charge (with required signature) with the Region. You assume responsibility for receipt of a charge. A charge is a self-contained document without a need to refer to supporting evidence and documents that are also submitted to the Regional Director along with the charge. If filing a charge by fax, do **not** submit supporting evidence and documents by fax. See 5 CFR Part 2423 for an explanation of unfair labor practice proceedings and, in particular, §§ 2423.4 and 2423.6, which concern the contents, filing, and service of the charge and supporting evidence and documents.

Instructions for filling out each numbered box

#1. Give the full name of the labor organization (including the name of the local and number and its national or international affiliation, if any) you are charging and the mailing address, tel. #, and fax # (if available). Include the street number, city, state, zip code.

#2. Give the full name of the Charging Party and the mailing address, tel. #, and fax # (if available). If a union, and affiliated with a national organization, give both the national affiliation and local designation. If an activity, give the name of the activity, the agency, and the departmant of which the activity is a part. If an agency, give the name of the agency and department of which the agency is a part.

#3. and **#4.** This information is essential to the investigation of your charge as it tells us who is representing the parties. Be as specific and as accurate as possible. It will assist the investigation if you include your home as well as work telephone number in the space provided.

#5. Identify which one or more of the following subsections of 5 U.S.C. 7116(b), and/or (c) has or have allegedly been violated. List all sections allegedly violated:

(b) For the purpose of this chapter, it shall be an unfair labor practice for a labor organization--
(1) to interfere with, restrain, or coerce any employee in the exercise by the employee of any right under this chapter;
(2) to cause or attempt to cause an agency to discriminate against any employee in the exercise by the employee of any right under this chapter;
(3) to coerce, discipline, fine, or attempt to coerce a member of the labor organization as punishment, reprisal, or for the purpose of hindering or impeding the member's work performance or productivity as an employee or the discharge of the member's duties as an employee;
(4) to discriminate against an employee with regard to the terms or conditions of membership in the labor organization on the basis of race, color, creed, national origin, sex, age, preferential or nonpreferential civil service status, political affiliation, marital status, or handicapping condition;
(5) to refuse to consult or negotiate in good faith with an agency as required by this chapter;
(6) to fail or refuse to cooperate in impasse procedures and impasse decisions as required by this chapter;
(7) (A) to call, or participate in, a strike, work stoppage, or slowdown, or picketing of an agency in a labor-management dispute if such picketing interferes with an agency's operations, or
(B) to condone any activity described in subparagraph (A) of this paragraph by failing to take action to prevent or stop such activity; or
(8) to otherwise fail or refuse to comply with any provision of this chapter.

(c) For the purpose of this chapter it shall be an unfair labor practice for an exclusive representative to deny membership to any employee in the appropriate unit represented by such exclusive representative except for failure--
(1) to meet reasonable occupational standards uniformly required for admission, or
(2) to tender dues uniformly required as a condition of acquiring and retaining membership.
This subsection does not preclude any labor organization from enforcing discipline in accordance with procedures under its constitution or by laws to the extent consistent with the provisions of this chapter.

#6. It is important that the basis for the charge be BRIEF, COMPLETE, and FACTUAL, rather than opinion.
- Give dates and times of significant events as accurately as possible.
- Give specific locations when important, e.g., "The meeting was held in the auditorium of Building 36."
- Identify who was involved by title, e.g., "Chief Steward Pat Jones" or "Lou Smith, the File Room Supervisor."
- Tell what happened, in chronological order.

#7. Indicate whether you or anyone else that you know of has raised this same matter in another forum:
a. GRIEVANCE PROCEDURE
b. FEDERAL MEDIATION AND CONCILIATION SERVICE
c. FEDERAL SERVICE IMPASSES PANEL
d. EQUAL EMPLOYMENT OPPORTUNITY COMMISSION
e. MERIT SYSTEMS PROTECTION BOARD
f. OFFICE OF SPECIAL COUNSEL
g. OTHER ADMINISTRATIVE OR JUDICIAL PROCEEDING
h. NEGOTIABILITY APPEAL TO FLRA

#8. Type or print your name. Then sign and date the charge attesting to the truth of the charge and that you have served the charged party (individual named in box #3). Indicate method of service by placing an "x" in one of boxes provided.

International Federation of Professional and Technical Engineers, Local 32
SWRMC, San Diego
Request for Official Time
Official Time must be approved by Supervisor or Designee in advance.

Requestor: Employee/Steward _____
(Circle One) *(Full Name: First, Middle Initial, Last)*
Position Title _____ **Workshift** _____

Date Submitted _____ **Date and Time Requested** _____

Estimated Time Required _____ **Destination (Site and Bldg No.)** _____

Official Time is requested for the purpose stated below under the terms of the collective bargaining agreement. Check the appropriate boxes:

☐ **Discuss matters of concern with Employee/Steward (Circle One)**

☐ **Research/Prepare/Present grievance (Employee/Steward) (Circle One)**

☐ **Review/Respond to correspondence/memorandum (For Steward Only)**

☐ **To serve as a witness for Hearing/Arbitration/Mediation (For Employee only)**

☐ **To serve as a representative for hearing/Arbitration/Mediation (For Steward only)**

☐ **Meet with Management (For Steward only)**

☐ **Other (Specify):** _____

For Union Stewards: If meeting with a Bargaining Unit Member, provide the following for coordination of release of employee by the supervisor.

Employee's Name: _____ **Code:** _____

Supervisor's Name: _____ **Supervisor's Phone:** _____

☐ **Approved** ☐ **Rescheduled (Explain):** _____

When arriving at destination, check-in with Employee's Supervisor and have Supervisor sign:

Supervisor's Signature: _____ **Date and Time:** _____

If rescheduled, indicate alternative dates and times available:

Date: _____ **Time:** _____ **Accepted by Employee/Steward** ☐
Date: _____ **Time:** _____ **Accepted by Employee/Steward** ☐

PROVIDE COMPLETED FORM TO YOUR SUPERVISOR

UNION REQUEST FOR INFORMATION

(Under Section 7114(b) (4) of the Statute)

Date: _____

Name of the Requesting Union: IFPTE LOCAL 32

Union Contact: _____ (____)_____

Name Phone Number

_____

Mailing Address, Email Address or Fax Number of where response is to be sent.

Agency Contact: _____ (____)_____

Name Phone Number

Information Requested: *Provide a description of information requested to include whether personal identifiers such as names, social security numbers or other matters identifying individual employees are to be included or may be deleted.*

_____

_____

_____

_____

_____

_____

_____

_____

Particularized Need: *Provide specific statements explaining exactly why the requested information in needed. Explain exactly how the union intends to use the requested information and how that use of information relates to the union's role as the exclusive representative. Include a specific statement for each type of information requested, as well as the time period(s) encompassed by the request and the need for personal identifiers, if applicable.)*

_____

_____

_____

_____

_____

_____

_____

Privacy Act: *Do you know if the requested information is contained within a system of record(s) under the Privacy Act? (If so, identify that system of record(s).)*

Public Interest: *If you know or think that the requested information is within a system of record(s) under the Privacy Act, describe how disclosure of the requested information, including any personal identifiers and the time period encompassed by the request, would shed light on the agency's performance of its statutory duties or otherwise inform citizens of the activities of the Government.*

Other Matters: *Other matters related to the request for information. (Discuss any other matters not listed above which relate to the union's information request and which may assist the agency in responding to the request.)*

Please contact me if the agency requires further clarification of our request or wants to meet to discuss the request, or a format or means of furnishing this information to the union, or the issues giving rise to this request.

AGENCY RESPONSE TO UNION REQUEST FOR INFORMATION

(Under Section 7114(b) (4) of the Statute)

Date of the Information Request: _____

Date Information Request Received by the Agency: _____

Date of Agency's Response: _____

Name of Requesting Union: IFPTE LOCAL 32

Agency Contact: _____ (____)_____
Name Phone Number

Union Contact: _____ (____)_____
Name Phone Number

Information Requested: *Agency's understanding of the information requested. (Include the time periods encompassed by the request and whether personal identifiers are being requested or may be sanitized.)*

_____

_____

_____

_____

_____

_____

_____

Anti-Disclosure Interests: *Specific statements explaining any countervailing anti-disclosure interests.*

_____

_____

_____

_____

_____

Privacy Act: Is the requested *information contained within a system of record(s) under the Privacy Act? (If so, identify that system of record(s).)*

_____

_____

_____

_____

_____

Employee Privacy Interest: *If within a system of record(s), would the disclosure of that information implicate privacy interests? If so, specifically describe the nature and significance of those privacy interests.*

Disclosure Format: *In what format is the agency willing to disclose the requested information? (Include whether the agency would disclose the requested information with personal identifiers deleted.)*

Prohibited by Law: *If the requested information is prohibited by law, identify the specific provisions of that law and specifically explain why disclosure is prohibited by that law.*

Normally Maintained: *If the information is not normally maintained by the Agency, provide specific statements explaining why the requested information is not normally maintained.*

Reasonably Available: *If the information is not reasonably available, provide specific statements explaining why the requested information if not available.*

Statutory Exemption: *If the information constitutes guidance, advice, counsel, or training provided for management officials or supervisors, relating to collective bargaining provide specific statement explaining why the requested information falls into this category.*

Need Further Information: *The union request is not specific enough to permit the agency to make a reasoned judgment as to whether the information must be disclosed under the Statute. To make this determination, the agency requires specific answers to the following questions:*

Other Matters: *Provide any other matters not listed above which relate to the union's request for information request and which may assist the union in understanding the agency's response.*

The agency is willing to discuss the request, or a format or means of furnishing this information to the union, or the issues giving rise to this request.

IFPTE Local 32

GRIEVANCE FORM - IFPTE LOCAL #32 - SWRMC
NEW AUG. 2009

Section A – Grievant Information (Informal Step 1)

Employee Name - Code - Position Title

IFPTE #32 Representative Name – Title

Employees's Immediate Supervisor Name – Code - Position Title

Date Grievance Occurred:	Date Submitted to First Step:	Date of Reply to First Step:

On the date indicated above a grievance occurred which I presented to my supervisor. His/Her replay was not satisfactory to me and I, therefore, irrevocably elect to pursue my grievance through the negotiated grievance procedure. The following specific action or administrative decision is appealed.

Grievance (who, what, when, where, etc.):

Corrective Action Desired:

Grievant Signature and Date:

FIRST Step Received By (Management) Name – Date – Time-
Comments:

A SATISFACTORY SETTLEMENT HAS NOT BEEN REACHED AT FIRST STEP

SECTION B – STEP 2 (2ND LEVEL SUPERVISOR/DEPARTMENT HEAD)

/

Employee Name and IFPTE #32 Representative Name - Title

SECOND Step Received By (Management) Name – Date – Time

Comments:

A SATISFACTORY SETTLEMENT HAS NOT BEEN REACHED AT SECOND STEP

SECTION C – STEP 3 (COMMANDING OFFICER / EXECUTIVE DIRECTOR)

/

Employee Name and IFPTE #32 Representative Name - Title

THIRD Step Received By (Management) Name - Date – Time

Comments:

Resolution Accepted – Employee's Name and Date

Submitted for Arbitration – IFPTE #32 Representative Name and Date

PRIVACY ACT STATEMENT

GENERAL: This Information is provided Pursuant to the Privacy Act of 1974 - December 31, 1974

AUTHORITY: 5 U.S.C. Chapter 71

PURPOSE AND USE: The purpose of the Grievance Form is for the employee to provide information about an incident or procedure which there is a belief that corrective action is appropriate. Personal data concerning the individual employee, such as name, employee number, etc. is required for identification purposes.
The information provided is used in discussing the complaint or grievance with various levels of management, in the presence of an IFPTE 32 representative, if required and others authorized in the collective bargaining agreement. The grievance could also go before an arbitrator for resolution. In addition, the grievance and information submitted may be used for general analytical and statistical purpose and as examples in other similar proceedings.

EFFECTS OF NONDISCLOSURE: The disclosure of this information is voluntary. The grievance, however will not be processed nor any further action taken regarding the employees complaint, including any decision without providing the information requested.

DISTRIBUTION: Employee, IFPTE 32 Representative, IFPTE 32 Office